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BEFORE THE  
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 35777



NEW ORLEANS & GULF COAST RAILWAY COMPANY, INC.  
--LEASE EXEMPTION CONTAINING INTERCHANGE COMMITMENT--  
UNION PACIFIC RAILROAD COMPANY

PETITION FOR WAIVER OF THE NOTICE  
REQUIREMENTS OF 49 C F R. § 1150 42(e)

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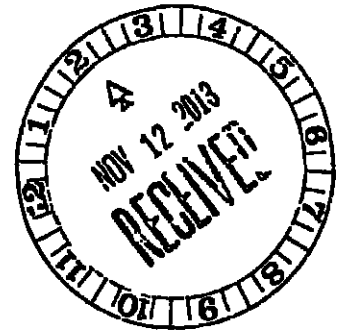
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RAILWAY COMPANY, INC.

Dated: November 12, 2013

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SURFACE TRANSPORTATION BOARD

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--LEASE EXEMPTION CONTAINING INTERCHANGE COMMITMENT--  
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PETITION FOR WAIVER OF THE NOTICE  
REQUIREMENTS OF 49 C.F.R. § 1150.42(e)

New Orleans & Gulf Coast Railway Company, Inc. ("NOGC"), a Class III rail carrier, hereby petitions the Surface Transportation ("Board") to waive the employee notice requirements of 49 C.F.R. § 1150.42(e)

NOGC is concurrently filing with the Board a notice of exemption under 49 C.F.R. § 1150.41 to permit NOGC to continue to lease and operate approximately 11.52 miles of rail lines in Louisiana from Union Pacific Railroad Company ("UP"). The rail lines that will continue to be leased by NOGC consist of 7.02 miles of main line railroad located between Milepost 0.98, at Goldsboro, LA, and Milepost 8.00, near Westwego, LA and the 4.5-mile Hooper Spur extending from Harvey Yard, at Harvey, LA south to the end of the spur near Bayou Street (the "Lines"). NOGC leased the Lines from UP in 2003 and since that time has been the sole operator over the Lines. See STB Finance Docket No. 34411, *New Orleans & Gulf Coast Railway Company, Inc -- Lease Exemption -- Union Pacific Railroad Company* (not printed), served October 20, 2003. In addition, NOGC has performed all of the maintenance on the Lines since 2003.

NOGC's current revenues exceed \$5 million thus invoking the employee notice requirements of Section 1150 42(c). The purpose underlying the notice requirement, however, would not be thwarted by waiver in this proceeding. The purpose of the notice requirement is to ensure that rail labor unions and employees working on a line being transferred are given adequate notice of the transaction. *See Acq. Of R. Lines Under 49 U.S.C. 10901 & 10902 – Advance Notice*, 2 S.T.B. 592 (1997). In adopting the notice requirement, the Board specifically recognized that “situations may occur necessitating acquirer requests for waiver of the 60-day notice provision....” *Id.* at 601.

Here, labor notice would serve no useful purpose. No UP employ will be affected by the sale because no UP employee has performed operations or maintenance on the Line since 2003. Neither will any NOGC employee be affected by the lease because NOGC will continue to provide the same service and perform the same maintenance as it has since 2003. Because the transaction will simply extend the term of the Lease Agreement between NOGC and UP, providing advance labor notice would be a futile act. *See* STB Finance Docket No. 34660, *Georgia Central Railway, L.P. – Acquisition and Operation Exemption – Rail Line of CSX Transportation, Inc.* (not printed), served February 28, 2005; STB Finance Docket No. 34531, *The Indiana Rail Road Company – Acquisition Exemption – Line of Monon Rail Preservation Corporation* (not printed), served November 22, 2004; STB Finance Docket No. 34904, *Dakota, Missouri Valley and Western Railroad, Inc. – Lease and Operation Exemption – Soo Line Railroad Company* (not printed), served July 24, 2006.

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In summary, NOGC respectfully requests that the Board waive the requirements of 49 C.F.R. § 1150.42(e)

Respectfully submitted,



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